

# Exhibit F

July \_\_, 2013

**BY FIRST CLASS MAIL**

Recipient  
Recipient address  
Recipient City, State Zip

**NOTICE OF CLASS ACTION AND NOTICE OF SETTLEMENT TERMS**

Re: *In re New Jersey Tax Sale Certificate Antitrust Litigation*, 12-1893-MAS-TJB (D.N.J.)

You are receiving this notice because, according to our records, you are the owner of record of the property located at the address where this notice is being sent, and a property or utility tax lien exists with respect to your property, and was purchased and is currently owned by David Butler, David M. Farber, CCTS, LLC; CCTS Tax Liens I, LLC; CCTS Tax Liens II, LLC; DSBD, LLC; Pro Capital, LLC; and Pro Capital Fund I, LLC (collectively the “CCTS Defendants”). A federal class action lawsuit was filed by several New Jersey property owners alleging that bid rigging occurred at public tax lien auctions which had the effect of keeping the interest rate associated with the tax lien higher than it should have been if there was no collusion. The CCTS Defendants were named as defendants in the suit and were alleged to have participated in the collusion. However, the plaintiffs in that suit and the CCTS Defendants have reached a partial settlement of the litigation. As it relates to the CCTS Defendants, and as further described below, the CCTS Defendants have agreed to offer you a discount on the amount owed with respect to the lien on your property.

**THIS DISCOUNT OFFER IS VALID ONLY 45 DAYS FROM THE DATE OF THIS NOTICE. THUS, IF YOU WISH TO TAKE ADVANTAGE OF THIS DISCOUNT OFFER, YOU MUST TAKE EACH STEP SET FORTH BELOW PRIOR TO THE EXPIRATION OF THIS OFFER. FOLLOWING 45 DAYS FROM THE DATE OF THIS NOTICE, THIS OFFER WILL EXPIRE AND WILL BECOME NULL AND VOID. YOU ARE NOT REQUIRED TO DO ANYTHING IF YOU DO NOT WANT TO TAKE ADVANTAGE OF THIS DISCOUNT. IF YOU DO NOT TAKE ADVANTAGE OF THIS DISCOUNT OFFER, AND THE OFFER EXPIRES, YOU WILL NOT BE PENALIZED OR PREJUDICED IN ANY WAY. HOWEVER, YOU WILL BE SUBJECT TO THE SAME CONSEQUENCES THAT EXIST BY VIRTUE OF THE FACT THAT A LIEN EXISTS ON YOUR PROPERTY AND THE LIEN HOLDER (THE CCTS DEFENDANTS) HAVE CERTAIN RIGHTS INCLUDING THE RIGHT TO COLLECT INTEREST AND PENALTIES ASSOCIATED WITH THE LIEN ON YOUR PROPERTY, AND IF THE LIEN IS NOT SATISFIED WITHIN A CERTAIN PERIOD OF TIME, THE RIGHT TO FORECLOSE ON YOUR PROPERTY. IT IS STRONGLY RECCOMENDED YOU CONSULT WITH AN ATTORNEY ABOUT THIS NOTICE, AND THE CONSEQUENCES THAT EXIST CONCERNING THE LIEN ON YOUR PROPERTY.**

## **I. Description of the Litigation**

Each year, every municipality in New Jersey holds a public auction at which it sells property and utility tax liens to potential lien buyers. In the auction, New Jersey state law requires that the bidding on a tax lien opens with the interest rate associated with the lien at 18%. Each subsequent bidder will bid by offering to purchase the lien at an interest rate *below* the previous bid. This is known as a “reverse auction.” The bidder who offers to purchase the lien at the lowest interest rate is the winning bidder. The reverse auction system is used in order to provide the property owner with as favorable an interest rate as possible.

In early 2012, a Federal class action suit was brought by certain property owners in New Jersey, who had a tax lien issued with respect to their real property in New Jersey and which was purchased by a defendant (the defendants are listed in the next paragraph) at a public auction in New Jersey during the period January 1, 1998 through February 2009. In a class action, a very small number of people or businesses sue not only for themselves, but also on behalf of other people or businesses with similar legal claims and interests. Together, all of these people or businesses with similar claims and interests form a class, and are class members.

The litigation alleges generally that the defendants entered into an illegal agreement or understanding in which they allocated the tax liens available at public auctions in New Jersey amongst themselves, and refrained from bidding against each other. As a result of this agreement or understanding, the interest rates associated with tax liens were higher than they otherwise should have been. The plaintiffs allege this conduct occurred from approximately January 1, 1998 through February 2009.

The defendants currently named in the litigation are: CCTS, LLC; CCTS Tax Liens I, LLC; CCTS Tax Liens II, LLC; DSBD, LLC; Pro Capital LLC; CCTS Capital LLC; Crestar Capital, LLC; David Butler; David M. Farber; Plymouth Park Tax Services, LLC; M.D. Sass Investors Services, Inc.; M.D. Sass Tax Lien Management, LLC; M.D. Sass Municipal Finance Partners - I, L.P.; M.D. Sass Municipal Finance Partners – II, L.P.; M.D. Sass Municipal Finance Partners - III, LLC; M.D. Sass Municipal Finance Partners - IV, LLC; M.D. Sass Municipal Finance Partners - V, LLC; M.D. Sass Municipal Finance Partners - VI, LLC; Vinaya J. Jessani; Stephen E. Hruby; Robert E. Rothman; American Tax Funding, LLC; Anthony J. De Laurentis; BBX Capital Corporation f/k/a BankAtlantic Bancorp, Inc.; Fidelity Tax, LLC; Michael Deluca; Gary I. Branse; Richard Simon Trustee; Betty Simon Trustee, LLC; Joseph Wolfson; Phoenix Funding, Inc.; Benedict Caiola; Royal Bancshares of Pennsylvania, Inc.; Royal Bank America; Crusader Servicing Corporation; Royal Tax Lien Services, LLC; Robert W. Stein; William A. Collins; Isadore H. May; Mooring Tax Asset Group, LLC; MTAG Services, LLC; Burlington Assembly of God/Fountain of Life Center; Mercer S.M.E., Inc.; Susan M. Esposito; David B. Boudwin; and Richard J. Pisciotta, Jr.

In addition to this litigation, the United States Department of Justice is conducting a criminal investigation into the very same allegations at issue in this litigation. To date, the

following 12 individuals and entities have pled guilty to participating in the illegal behavior alleged in the litigation: DSBD, LLC; David Butler; David M. Farber; Stephen E. Hruby; Robert E. Rothman; Crusader Servicing Corporation; Robert W. Stein; William A. Collins; Isadore H. May; Mercer S.M.E., Inc.; and Richard J. Pisciotta, Jr.

## **II. The Settlement with the CCTS Defendants**

The plaintiffs have agreed to settle with the CCTS Defendants. By settling, the Court has not decided which side was wrong or if any laws were violated. Instead, both sides agreed to settle the case and avoid the cost and risk of trial and appeals that would follow a trial.

As part of that settlement, the CCTS Defendants have agreed to pay \$115,000 to property owners who come within the following definition:

All persons who owned real property in the State of New Jersey and who had a Tax Sale Certificate issued with respect to their property that was purchased by a Defendant during the Class Period at a public auction in the State of New Jersey at an interest rate above 0%.

As the property owner of record, we believe you are a member of this class, and, if so, at a later date, you will receive a further notice of this settlement, will have an opportunity to participate in this settlement, or exclude yourself from this settlement. Further, the money being paid by CCTS Defendants will be distributed to the class (including to you, if you meet the class definition above) at a later date.

In addition to the money being paid by CCTS Defendants, the CCTS Defendants have also agreed to assign you the Tax Sale Certificate associated with the lien on your property, in return for paying **90% of the redemption amount** of the outstanding lien which was purchased by CCTS Defendants during the period January 1, 1998 through February 2009, and which is still being held by CCTS Defendants.

On \_\_\_\_, 2013, the Federal court overseeing this action authorized this notice to be sent to you. A copy of the \_\_\_\_, 2013 Court order which authorizes that this notice be sent to you is enclosed.

Should you wish to take advantage of this offer, you **MUST** follow the instructions below.

## **III. Offer to Redeem Property Tax Lien at a Discount**

If you wish to exercise your rights with respect to the discount on the current amount owed with regard to the outstanding lien, in accordance with the settlement, then you must, within 45 days of the date of this notice, do **each** of the following:

(a) Send, fax or email written notice that you are accepting this settlement offer (see the form attached to this notice) to each of the following:

David Farber  
CCTS Tax Liens I, L.L.C.  
1000 Haddonfield-Berlin Road  
Suite 203  
Voorhees, N.J. 08043  
Facsimile, (856) 751-2849  
email : DAVIDF@PROCAPLLC.COM

Adam D. Greenberg, Esq.  
HONIG & GREENBERG, L.L.C.  
1949 Berlin Road  
Suite 200  
Cherry Hill, New Jersey 08003-3737  
Facsimile (856) 770-8511  
email: AGREENBERG@HGLLCCLAW.COM  
Escrow Agent

Jason A. Zweig, Esq.  
HAGENS BERMAN SOBOL SHAPIRO LLP  
555 Fifth Avenue, Suite 1700  
New York, NY 10017  
Telephone: (212) 856-7227  
Facsimile: (917) 210-3980  
Email: [jasonz@hbsslaw.com](mailto:jasonz@hbsslaw.com)

Your written notice must be sent via (i) first class mail, postage pre-paid, (ii) facsimile, or (iii) email within 45 days of the date of this notice.

(b) You must also contact your municipalities' tax collector to obtain the current redemption figure (*i.e.* the amount owed) on the tax lien. In order to do so, you must contact the municipal tax collector to determine their procedures for providing a redemption figure for the tax lien certificate in question. If the municipal tax collector raises any issues with you concerning the redemption of your tax lien, you may explain to the tax collector that you are redeeming your tax lien at a discount pursuant to this litigation, and pursuant to a Court order. You may also supply the tax collector with a copy of this notice and the Court order that was enclosed with this notice.

(c) You must remit payment in United States dollars of **90% of the current redemption figure**, by wire transfer or certified funds, payable to “Honig & Greenberg Attorney Trust Account.” If by certified funds, payment must be delivered to the Honig & Greenberg Law Firm at the above address. If you wish to make payment by wire transfer, please contact Adam Greenberg at \_\_\_\_\_ who will provide you with the information necessary for a wire transfer. Payment must be received not later than 50 days from the date of this notice or you will be deemed to have waived your right to obtain the discounted assignment.

(d) If you wish to exercise this option, you must provide an address where we can send you an Assignment of the tax lien certificate. Also, you must provide the name of the person (the “Assignee”) who will appear on the tax lien certificate. Within 10 days of receiving notice from you, the \_\_\_\_\_ shall deliver an Assignment of the tax sale certificate to the address provided to us.

Once again, the opportunity for you to obtain a discount off of the redemption figure as explained in this notice shall end 45 days after the date of this notice. **If you have not given us timely notice that you accept this opportunity and followed all of the steps set forth in this notice, then you will be deemed to have waived your right to redeem or take an assignment of the tax sale certificate in return for a one-time cash payment equal to 90% of the current redemption amount as set out in the settlement agreement.**

#### **IV. Right to Consult an Attorney**

**Please note that you have the right to contact an attorney of your choosing and we strongly recommend that you do so immediately.** The lawyers listed above are not your attorneys and cannot represent you, although they are available to answer general questions you may have. If you cannot afford an attorney, you may call the Legal Services Office in the County where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at:

[http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).

#### **V. Questions**

If you have any questions about this notice, or about the discount offer, we strongly advise you to consult with an attorney. Alternatively, you may contact my office, and we will be able to answer general questions, but we are not your attorneys and cannot provide you with legal advice.

**ACCEPTANCE OR REJECTION OF ASSIGNMENT RIGHTS**

<p>David Farber  CCTS Tax Liens I, L.L.C.  1000 Haddonfield-Berlin Road  Suite 203  Voorhees, N.J. 08043  Facsimile, (856) 751-2849  email : DAVIDF@PROCAPLLC.COM</p>	<p>Jason A. Zweig, Esq.  HAGENS BERMAN SOBOL SHAPIRO LLP  555 Fifth Avenue, Suite 1700  New York, NY 10017  Telephone: (212) 856-7227  Facsimile: (917) 210-3980  Email: <a href="mailto:jasonz@hbsslaw.com">jasonz@hbsslaw.com</a></p> <p>Attorneys for the class action plaintiffs</p>
<p>Adam D. Greenberg, Esquire  HONIG &amp; GREENBERG, L.L.C.  1949 Berlin Road, Suite 200  Cherry Hill, N.J. 08003-3737  Facsimile (856) 770-8511  email: AGREENBERG@HGLLCCLAW.COM  Escrow Agent</p>	

**ACCEPTANCE OF ASSIGNMENT RIGHTS**

- The undersigned, \_\_\_\_\_, having received the above notice, accepts the offer of the right to redeem or take an assignment of the tax sale certificate described in this notice in return for a one-time cash payment equal to 90% of the current redemption amount.
- The name of the Assignee of the tax lien certificate will be:
- The address to which the Assignment should be sent is:
- Payment in the amount of \$\_\_\_\_\_ has been \_\_\_\_\_ will be sent in \_\_\_\_\_ certified funds \_\_\_\_\_ by wire transfer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

In re	CIVIL ACTION No.
New Jersey Tax Sale	3:12-cv-01893-MAS-TJB
Certificates Anti-Trust	
Litigation	

**PROOF OF MAILING**

The undersigned declares, under penalty of perjury:

1. I am employed by the Law Offices of Honig & Greenberg, L.L.C. I am over the age of eighteen and I am not a party to this proceeding.

2. On the date indicated below I placed a true copy of the notice(s) annexed hereto in a sealed envelope and addressed to the person(s)/parties appearing thereon, with postage thereon fully pre-paid. I personally deposited such envelopes in the mail at the United States Post Office, Woodcrest Shopping Center, 1400 Berlin Road, Cherry Hill, New Jersey 08003.

3. I declare, under penalty of perjury, that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



ADAM D. GREENBERG

Signed and sworn to before me on \_\_\_\_\_,  
2013, at Cherry Hill, New Jersey.

\_\_\_\_\_